WARRANTY TERMS 2013
ANDALAY SOLAR 250W AC PANEL LIMITED WARRANTIES

Andalay Solar 250W AC Panels ("Product(s)") come with a five (5) year limited warranty on the balance of system components, a twenty-five (25) year limited warranty on the micro-inverters, and a twenty-five (25) year limited warranty on the photovoltaic solar modules as set forth below.

ANDALAY SOLAR FIVE (5) YEAR LIMITED WARRANTY

Limited BOS Product Warranty – Repair, Replacement or Refund: Andalay Solar, Inc. ("Andalay Solar") warrants the balance of system components ("BOS") of the Product against defects in materials and workmanship under normal use, installation and service conditions for a period of five (5) years from the date of purchase by the original end-user purchaser ("Warranty Period"). This limited warranty ("Andalay Limited Warranty") is extended to the original end-user purchaser or a person to whom title has been transferred for the Products (each hereinafter referred to as "Owner"). This Andalay Limited Warranty covers the BOS of the Product, which is defined as all parts of the Product except for the Modules and Micro-Inverters. The Modules and Micro-Inverters contained within the Product are separately warranted by manufacturers, and Andalay Solar provides warranty administration services for these manufacturer warranties by providing a first line of support on all Module and Micro-Inverter warranty claims. Andalay is not responsible for the warranty obligations for those manufacturers' components. Andalay provides the Modules and Micro-Inverters "as is" therefore Owner should see the terms and conditions of those manufacturers' warranties contained below. If a BOS defect arises and a valid claim is received by Andalay within the Warranty Period, at its option and to the extent permitted by law, Andalay will either (1) repair the Product at no charge to Owner for parts or labor using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the Product at no charge to Owner for parts or labor with a Product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original Product, or (3) refund the purchase price of the Product. When a Product or part is exchanged, any replacement item becomes Owner's property and the replaced item becomes Andalay's property. When a refund is given, the Product for which the refund is provided must be returned to Andalay and becomes Andalay's property. Repair, replacement or refund is the sole and exclusive remedy of the Owner under the Andalay Limited Warranty. The Warranty Period will not be extended, nor will a new Warranty Period begin, upon any repair or replacement of the Product. All removal, transportation, deinstallation, reinstallation, and related fees are specifically excluded from this Andalay Limited Warranty. The Andalay Limited Warranty does not warrant a specific power output, which shall be exclusively covered under the manufacturer warranty. Andalay Solar's warranty obligations for the Product are limited to the terms set forth herein.

Obtaining Warranty Performance. Andalay Solar suggests that you retain the bill of sale (contract, invoice, or otherwise) for the Product as evidence of the date of purchase. To obtain warranty service, Owner should immediately notify the (i) installer who sold the Product or (ii) Andalay Solar at the address below. To obtain warranty coverage Andalay Solar must receive a notification of the claim within the Warranty Period along with evidence of Product purchase date either via email to info@AndalaySolar.com with "Andalay Solar Warranty Claim" in the subject line or in writing to: Andalay Solar, Attn: Andalay Solar Warranty Claim, 1475 South Bascom Ave. Suite 101, Campbell, CA, USA 95008. Upon receipt of a warranty claim, Andalay Solar or its designated representative shall conduct tests to determine if warranty coverage is applicable. Andalay Solar's tests shall be the sole determination for purposes of warranty settlement with respect to the Andalay Limited Product Warranty. Andalay Solar reserves the option to either (i) send the warranty claim to the manufacturer for warranty coverage, (ii) repair or replace the Product, or (iii) refund the original Product purchase price less depreciation. Any such refund will be pro-rated by the number of years and/or months from the date of purchase. The return of any Product will not be accepted by Andalay Solar unless accompanied by a valid Return Material Authorization Number and prior written authorization by Andalay Solar, both of which can be obtained by calling toll free to Andalay Solar at 1-888-395-2248. In the event the warranty claim is determined to be valid, Andalay Solar shall reimburse Owner for reasonable, customary, and documented transportation charges for both the return of the Product and reshipment of any repaired or replaced Product only it this cost is authorized by the Andalay Solar Warranty Claim Department.

Exclusions. This Limited Product Warranty excludes the following conditions:

- Failure to properly operate or maintain the Product(s) in accordance with Andalay Solar's printed instructions provided with the Product(s).
- Any repair or replacement using a part or service not provided or authorized in writing by Andalay Solar.
- Damages caused by, in Andalay Solar's absolute judgment, Owner or third party abuse, accident, alteration, improper maintenance or installation, removal by anyone other than an Andalay Solar or authorized Andalay Solar representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, fire, flood, extreme

weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Andalay Solar's control.

- Product(s) with the type or serial number(s) altered, removed, or illegible.
- Product(s) installed in a mobile or marine environment.
- Cosmetic defects, such as discoloration or scratches.

Limitation of Warranty. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. ANDALAY SOLAR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND ALL OTHER OBLIGATIONS OR LIABILITIES ON ANDALAY SOLAR'S PART. ANDALAY SOLAR SHALL NOT BE RESPONSBILE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANDALAY SOLAR IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL, CONSQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. IF ANDALAY SOLAR CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ANDALAY SOLAR IN ITS SOLE DISCRETION. No Andalay Solar reseller, agent, or employee is authorized to make any modification, extension, or addition to this Andalay Solar Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ANDALAY SOLAR'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF DAMAGES, SO IN THOSE STATES THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THIS LIMITED PRODUCT WARRANTY.

Force Majeure. Andalay Solar shall not be responsible or liable in any way to Owner or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Product Warranty, due to acts of God, fire, flood, explosion, war, riots, embargo, strikes, work stoppages, government requirement, civil or military authority, power failures, communication line disruptions, delays by suppliers, interruption or shortage in supply of parts or raw materials, acts or omissions of carriers, or other similar causes. In such cases, performance by Andalay Solar of this Limited Product Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

Validity. This Limited Product Warranty will become null and void if the Product(s) is transferred from the original continent of purchase (i.e. North America). Herein, Andalay Solar has provided notification of this potential nullification.

Disputes. The construction, interpretation, performance and enforcement of this Limited Product Warranty shall be governed by the laws of the State of California. Neither the conflict of law principles nor the UN Convention on Contracts for the International Sale of Goods shall apply to this Limited Product Warranty or the construction and performance thereof. The parties hereto consent to the personal and exclusive jurisdiction of and venue in the state or federal courts within Santa Clara County, California, U.S.A. and waive any objection they may now or hereafter have to this venue of claims. In any legal proceeding arising from this Limited Product Warranty, the prevailing party shall be entitled to the award of its reasonable costs and attorneys' fees incurred in connection with such proceedings.

Tianwei New Energy (Yangzhou) Photovoltaic Module Limited Warranty

1. Scope of Warranty.
Tianwei New Energy(Yangzhou) Co., Ltd ("Tianwei(Yangzhou)") grants this Limited Manufacturer's Warranty to the original end user purchaser (the "Buyer") of Tianwei(Yangzhou) brand solar photovoltaic modules manufactured by Tianwei(Yangzhou), purchased from Tianwei(Yangzhou) or an authorized Tianwei(Yangzhou) dealer (the "Products") and accompanied by this Limited Manufacturer's Warranty.

2. Subject Matter of Warranty
Subject to all other terms and conditions of this Limited Manufacturer's Warranty, Tianwei(Yangzhou) warrants: (I) that upon delivery in their original packing to the Buyer the Products are free from defects in material and workmanship; (II) that the power output will not lose more than:
(i) For monocrystalline products: 3% within the first year, 4% within the first two years, average 0.6% annually in the following 23 years, ending with 83.5% at the end of 25th year after the Warranty Start Date.
(ii) For polycrystalline products: 2% within the first year, 3% within the first two years, average 0.7% annually in the following 23 years, ending with 83% at the end of 25th year after the Warranty Start Date.
The DC power of a product should be tested under standard test conditions which are: light intensity 1000W/m², temperature 25°C, and AM 1.5.

3. Exclusions and Limitations
Tianwei (Yangzhou)'s Limited Manufacturer's Warranty shall forfeit and not apply to any modules which have been subjected to: a) The Product is altered, improperly installed, abused or misused.
b) The Product is not maintained and installed in accordance with Tianwei(Yangzhou)'s relevant recommendations or instructions.
c) The Product is serviced or repaired by a third party service provider not previously authorized or approved by Tianwei (Yangzhou).
d) The Product's type, nameplate or serial number of module is changed, erased or made illegible.
e) The Product is installed in a mobile device (except photovoltaic tracking system) or marine environment, or exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution).
f) The components in the construction based on which the module is mounted are defective.
g) The Product is exposed to mold discoloration or similar external effects.
h) The Product is exposed to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Tianwei(Yangzhou)'s reasonable control (including but not limited to damage by fire, flood, etc.) The Buyer uses the Products in such a manner as to infringe any third party intellectual property rights such as, e.g., patents, copyrights or registered design rights. For the avoidance of doubt, Tianwei(Yangzhou)'s resulting damage or recourse claims and any other remedies available under any applicable laws are fully reserved and shall not be prejudiced by Buyer's forfeiture of this Limited Manufacturer's Warranty.

4. Remedies
4.1 Remedies of Limited Product 10 Years Repair, Replacement or Refund Remedy
In the event that modules fail to conform to the clause 2(I), during the period of 10 years from delivery date, Tianwei(Yangzhou) will, at its option, either repair or replace the defective product(s) (including free shipping to the Customer), or refund the then current market price of the modules. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this clause 4.1 and shall not extend beyond the period set forth herein. This “Remedies of Limited Product” does not warrant a specific power output, which shall be exclusively covered under clause 4.2 hereinafter.

4.2 Remedies of Peak Power - Limited Remedy
In the event that Tianwei(Yangzhou) is liable for a claim brought under the clause 2(II), Tianwei(Yangzhou) will, at its option,(1) replace such loss in power by either, at Tianwei(Yangzhou) sole option, (a) providing addition modules to the customer to make up for such loss in power or (b) replacing the defective module(s) (including free shipping to the Customer) or (2) refund such power loss according to the then current market price of the modules. The remedies set forth in this clause 4.2 shall be the sole and exclusive remedies provided under the “Limited Remedy”.
The repair or replacement of the modules or the supply of additional modules, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Manufacturer's Warranty be extended. Any replaced Product(s) shall become the property of Tianwei(Yangzhou) and shall be returned or otherwise disposed in accordance with Tianwei(Yangzhou)'s instructions. Tianwei(Yangzhou) has the right to deliver

another type (different in size, color, shape and or power) in case Tianwei(Yangzhou) discontinued producing the replaced modules at the relevant warranty claim.
Subject to compulsory applicable law, the remedies set out above shall be the only and exclusive remedies available to the Buyer under this Limited Manufacturer's Warranty, to the exclusion of any other or further remedy, such as, e.g., any damage claims whatsoever, whether direct or indirect (including without limitations claims for loss of revenues, loss of profits, loss of production or for other consequential losses or damages). Tianwei(Yangzhou)'s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of module.

5. Claims Procedure: How to claim your warranty
Claims under this Limited Manufacturer's Warranty must be within 8 weeks from discovery of the relevant defect(s), an notification to Tianwei(Yangzhou) shall be filed by registered mail or courier to Tianwei (Yangzhou) at the address shown below. The notification must include the following information:

- Name and address of the END-CUSTOMER
- Name and address of the INSTALLER resp. SELLER
- A copy of the purchase agreement or installation agreement
- MODULE TYPE and serial number of the respective PV-module
- Quantity of PV-modules affected
- Address of the place of installation of the respective PV-module, in as far as the same differs from the address of the END-CUSTOMER
- A short description of the problem at hand as well as a short description of the tests which may have already been performed as well as their results.
    - In particular, regarding a material defect: pictures of the defective PV-module which show the defect
    - In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry

  (please see the installation documentation for this which you should have received from your INSTALLER) as well as the shadowing situation at the location (please include pictures, if possible)
- The requested warranty performance
- The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Tianwei (Yangzhou). In any such case, the Buyer shall remove, de-install, insure, securely package and transport the defective Product(s) at Buyer's expense.

6. Conditions and Disputes
This Limited Manufacturer's Warranty is granted subject to the condition precedent that the Buyer when notifying a claim hereunder accepts in writing the following items (a) through (b) by unconditionally stating: "We hereby accept, and agree to, the choice of law, the choice of technical dispute and the choice of an expert appraiser set out in Clause 6 of your Limited Manufacturer's Warranty on which our claim is based".
a) This Limited Manufacturer's Warranty shall be governed by the Laws of the Federal Republic of Germany, to the exclusion of its conflict of laws provisions and also to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
b) If a technical dispute arises during a Warranty claim, either party to the Warranty claim may request that the technical dispute be evaluated by a technical expert appointed by the test institution geographically closest to location of the affect Modules from the following list: (I) Fraunhofer ISE in Freiburg, Germany, (II) TüV Rheinland in Cologne, Germany or (III) ASU Arizona State University in Tempe, Arizona U.S.A. The appointed technical expert shall provide its opinion regarding the technical condition of the Modules, and the validity of the Warranty claim. The parties shall cooperate to fully accommodate the appointed technical expert, and shall provide the technical expert with all necessary assistance to promptly complete its review. All fees and expenses of this technical expert's review shall be paid by the party not prevailing under the technical dispute. The technical expert's opinion shall be non-binding, provided however that, the expert's opinion shall be admissible evidence in any Warranty dispute process. Tianwei(Yangzhou) shall have the final explanation right in any Warranty dispute process.

7. Force Majeure:
Tianwei(Yangzhou) shall not be responsible or liable in any way to the Buyer or any third-party for any non-performance or delay in performance of any terms and conditions of sale under this Limited Manufacturer's Warranty, due to occurrences of force majeure such as, e.g., war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical and any unforeseen event beyond the reasonable control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Manufacturer's Warranty.

Service / Contact Addresses
Tianwei New Energy (Yangzhou) Co., Ltd.
Add: No.1,Tianwei Road, Economic & Technological Development Zone of Yangzhou, Yangzhou City, Jiangsu Province, China 225131
Tel: +86-514-85589583
Fax: +86-514-85589500
Email: sales@twysolar.com

[1] Andalay Solar is providing a copy of the Module(s) warranty, but expressly disclaims all responsibility, liability, and risk whatsoever, regardless of the basis for the warranty on the Module(s), which is exclusively provided by Tianwei.

Enphase Energy Limited Warranty for Micro-Inverters

Enphase Energy Inc. ("Enphase") has developed a highly reliable microinverter, designated as the M215 Series ("Microinverter"), that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Enphase Microinverter ("Defective Product") for a period of twenty-five (25) years from the date of original purchase of such Microinverter at point of sale to the originally installed end user location (the "Warranty Period") in locations where we have approved our microinverters for installation as listed on our website at http://www.enphase.com/warranty. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at http://www.enphase.com/warranty.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Microinverter remains installed at the originally-installed end user location ("Original Location") and the Transferee submits to Enphase a "Change of PV Ownership Form" and applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at http://www.enphase.com/warranty. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at http://www.enphase.com/warranty.

During the Warranty Period, if Enphase establishes, through inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations where we have approved our microinverters for installation in North America as listed on our website at http://www.enphase.com/warranty. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Enphase Microinverters are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Enphase Microinverter: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase

User Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Enphase Microinverter specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such Microinverter have been defaced, altered, or removed. This Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect the energy production or degrade form, fit, or function of the Enphase Microinverter. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the Enphase Microinverter.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Number (RMA) policy and procedure http://www.enphase.com/rma.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the Enphase Microinverter, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region.

[2] Andalay Solar is providing a copy of the Microinverter warranty, but expressly disclaims all responsibility, liability, and risk whatsoever, regardless of the basis for the warranty on the Microinverter(s), which is exclusively provided by Enphase.